



INFORMAL SOLICITATION # 1082625

PROFESSIONAL SERVICES – Social Media Marketing Services

ISSUE DATE: Friday, December 1, 2017

Submission Deadline: 3:00p.m. on Friday, December 29, 2017

The Montgomery County Office of Agriculture is soliciting proposals for the provision of the above-referenced services as outlined in this document.

The sealed proposal package must be clearly marked with the solicitation number, due date, and due time. One original and 1 copy of your proposal must be submitted in a sealed envelope/package no later than 3:00pm on Friday, December 29, 2017 to:

**The Office of Agriculture
Attention: Jacqueline Arnold
18410 Muncaster Road
Derwood, Maryland 20855**

The County will accept proposals sent via e-mail to Jacqueline.arnold@montgomerycountymd.gov. However, if you do not receive an email response alerting you that the email/proposal was received, please call to confirm. There will not be any pre-submission conference.

Should you have any questions regarding information contained in this solicitation, please contact Jacqueline Arnold via Jacqueline.arnold@montgomerycountymd.gov or by phone at (301)-590-2859.

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL (SMALL PURCHASE/MINI-CONTRACT) # 1082625

Social Media Marketing Services

This solicitation is reserved for only application submitted/certified status local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount, submitting a bid/proposal constitutes willfully stating your firm is an application submitted/certified Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not application submitted/certified in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - * all its business location(s) (if more than one),
 - * number of employees by location
 - * annual gross revenue of the business for the past three fiscal years.

(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

I. BACKGROUND

The Office of Agriculture (OAG) became a new office of the Montgomery County, Maryland government on July 1, 2016. The office was created to promote agriculture as a viable component of the County's economic sector as well as to preserve farmland as a resource for future agricultural production. As a new office, the OAG is working to develop its identity and aggressively market itself and the County's agricultural resources such as the Ag Reserve.

The Office of Agriculture intends to award one contract to a qualified firm for part-time services (approximately ten hours per week). Services will include approximately five hours dedicated to OAG and approximately five hours dedicated to the Montgomery Soil Conservation District (MSCD). MSCD functions as a separate entity within the OAG, providing technical assistance related to erosion control to agricultural producers (including equine operators) within the County. The County makes no guarantee as to any minimum number of hours of service required under the contract resulting from this solicitation. The number of hours referenced above are provided for informational purposes only and are not intended to be a guarantee of any minimum number of hours of service required. Services as a result of this solicitation are identified below.

II. SCOPE OF SERVICES

The Contractor will work with the Office of Agriculture to expand and enhance its current digital marketing aimed at broadening the awareness and increasing the knowledge of county residents first and foremost about the County's Agricultural Reserve (the "Ag Reserve") – its existence, importance, benefits (social, environmental and economic)-but also about the programs and services offered by the OAG to the agricultural community and residents.

The Contractor's efforts, will be focused primarily in the following areas:

1. Website Recommendations and updates
 - a. Through research and discussion with OAG staff, the Contractor will obtain necessary information about the OAG functions, programs/services, goals in order to gain an understanding of the operations for use in making recommendations to enhance the OAG website's design, function and interactivity.
 - b. The Contractor will work with the OAG's Administrative Specialist through an iterative process to ensure that the recommendations made by the Contractor related to design and function of the OAG website can be implemented by County staff within the County's existing content management system (CMS).
 - c. The Contractor will work with MSCD staff to enhance and maintain the MSCD's existing Wix website. This will include the addition of existing informational videos and text and creation of six bi-monthly short video features annually. Knowledge and experience with the Wix Website system required.

2. Social Media

- a. The Contractor will develop a social media strategy and set goals to increase awareness and increase engagement with the OAG's and MSCD's social media applications.
- b. The Contractor will manage both the OAG and MSCD's social media presence across agreed upon social media platforms by obtaining and creating content (text, photos, unique graphics, and video) relative to Montgomery County agriculture.
- c. The Contractor will further develop OAG and MSCD's presence on the following social media platforms by meeting the noted criteria for each agency:
 - i. Facebook – two posts each week
 - ii. Twitter – 5 tweets each week plus retweets as applicable
 - iii. Instagram – create accounts for OAG and MSCD and post 5 times each week.
- d. The Contractor will work with the OAG and MSCD staff to post special event material timely. Information which could include multimedia videos must be posted within 8 hours of receiving the content from the County staff person.
- e. The Contractor must comply with the guidelines and procedures set forth in County Administrative Procedure 6-8, Social Media which is incorporated by reference and made a part of this Solicitation as Attachment G.

3. Graphic Creation

- a. Using the Adobe Creative Cloud Suite or other similar application(s), the Contractor will assist the OAG and MSCD by creating unique graphics (as needed) for use on website or to be printed for other marketing purposes.

III. MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

IV. CONTRACTOR QUALIFICATIONS

The application criteria are based on services provided by the Contractor in the area of Agricultural marketing. Submitting a proposal constitutes willful confirmation that the individual/offeror meets the criteria. The offeror must have the following knowledge, education and experience to be considered for this contracting opportunity:

- a. Have an understanding of the County's agricultural assets and diverse agricultural operations (including equine operations) and how they relate to the County as a whole.
- b. Have successfully completed a Bachelors degree in communications or related field.

- c. Have at least 3 years of experience working directly with digital and social media marketing for a specific entity – experience related specifically to agriculture preferred.

V. REPORTS

The selected offeror will be responsible for submitting detailed, monthly activity reports describing the work performed in the previous month. The information to be provided in the monthly reports includes but is not limited to: Description of media work performed, number of hours incurred, and statistics/analytics for each media platform for both OAG and MSCD.

VI. TERM

The effective date of the Contract resulting from this solicitation will begin upon signature by the Director, Office of Procurement. The period in which Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed and ends one year from date of Contract execution. The Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. However, total compensation under the contract resulting from this solicitation must not exceed \$99,999.99 for the entire contract term (initial term, plus any renewal terms exercised by the County). If the compensation under the contract resulting from this solicitation reaches this threshold, the contract resulting from this solicitation will terminate with no further cost, liability or obligation on the part of the County.

VII. COMPENSATION

Compensation must not exceed funds appropriated by the County and encumbered into a County Purchase Order issued to the Contractor. No services will be performed or compensated under the Contract resulting from this Solicitation prior to the execution of a County Purchase Order and the Contractor's receipt of said County Purchase Order. Compensation will be in accordance with the Cost Proposal (Attachment E).

Total compensation under the Contract (initial term, plus any optional renewal terms exercised by the County) must not exceed \$99,999.00.

VIII. INVOICING

Invoices must be sent to the Contract Administrator designated by the County, and must be in a format acceptable to the County. The County will make payment to the Contractor within thirty (30) calendar days following the County's receipt, acceptance and approval of the Contractor's invoice.

IX. PROPOSAL SUBMISSION

The offeror must submit sufficient information to enable the Office of Agriculture to evaluate the offeror's capabilities and experience. Failure of an offeror to submit All required proposal documentation may render the proposal unacceptable as determined by the Office of Agriculture. Proposals submitted in response to this solicitation must include the following information:

- a. A cover letter with a brief description of the firm or contractor including the correct, full legal name, address, telephone number, and email address.
- b. A narrative work plan describing how the offeror will approach the scope of work.
- c. Evidence of work experience in in the digital marketing realm. This may be illustrated in a summary of accomplishments in helping an entity expand its reach in educating/informing the general public about its programs and services.
- d. Three references that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope as required by this solicitation.
- e. The Acknowledgment of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal. Acknowledgment page included as Attachment D.
- f. Demonstrated experience in the use of the Adobe Creative Cloud suite or other similar applications/digit tools used to create unique marketing graphics which may involve typography, vector and bitmap imaging, page layout, PDF creation/ editing, timeline-based video editing, file transfer, output, web, emerging technologies, and other material relative to the digital visual arts used within the digital and social media marketing.
- g. Cost proposal (Attachment E) the proposal should provide the fully burdened hourly rates.

X. AWARD SUBMISSIONS AND METHOD OF AWARD/EVALUATION

1. The Offeror must ensure that the following items have been completed within five calendar days upon notification of award from the County (if they are not submitted with the proposal):
 - a. The Offer must register as a vendor with Montgomery County for future invoice processing.
 - b. Wage Requirement Law Certification (PMMD-177) – Attachment B.
 - c. MFD Performance Plan (PMMD 65) – Attachment C.
2. Upon receipt of proposals, the Office of Agriculture will review and evaluate all proposals in accordance with the evaluation criteria listed below as well as for responsibility.
 - a. Experience using various program/application mediums to create unique multimedia digital posts. 20
 - b. Written communication skills that demonstrate a knowledge of agricultural practices and terminology, creativity and innovation, in posting on social media sites to educate the social media followers. 30
 - c. Experience performing social media management including Facebook,

Twitter, etc. for an agricultural organization.	30
d. Cost (Hourly Rate) – Attachment E	<u>20</u>

Highest possible QSC score for written proposal evaluation **100**

3. The Contract will be awarded to the highest ranked offeror based on the written score and its responsibility determination.
4. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

XI. GENERAL CONDITIONS AND INSURANCE

The “GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR” (Attachment A) will be incorporated and made part of the Contract resulting from this solicitation.

The insurance requirements are waived for the Contract resulting from this solicitation.

End of Instruction for this solicitation.

ATTACHMENT A
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;

- (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability for bodily injury and property damage per occurrence, including	300 Attachment	500	1,000	See

contractual liability, premises
and operations, and independent
contractors

Minimum Automobile Liability
(including owned, hired and non
owned automobiles)

Bodily Injury

each person	100	250	500
each occurrence	300	500	1,000

See
Attachment

Property Damage

each occurrence	300	300	300
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Professional Liability*

250	500	1,000
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See
Attachment

for errors, omissions

and negligent acts, per

claim and aggregate, with

one year discovery period and

maximum deductible of \$25,000

Certificate Holder

Montgomery County Maryland (Contract #)

Office of Procurement

255 Rockville Pike, Suite 180

Rockville, Maryland 20850 4166

*Professional services contracts only

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TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

27. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

ATTACHMENT B
Wage Requirements for Services Contract

Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code ("WRL" or "11B-33A"). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (h)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. For an existing County Contract, if an applicable collective bargaining agreement (CBA) that existed prior to May 10, 2016, governs the parties, then that CBA controls. If the term of the CBA mentioned in the preceding sentence ends during the Contract, the WRL will then control.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3), must specify, in each bid or proposal, the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance coverage the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A. Section 11B-33A (c)(3).
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the requirements in 11B-33A. Section 11B-33A (i).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents. Section 11B-33A (e)(2).
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL. Section 11B-33A (i)(3).
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL. Section 11B-33A (i)(4).
- I. In the event of a breach of this contract as a result of a contractor's or subcontractor's violation of the WRL, the County may seek its available remedies, which include but are not limited to liquidated damages, withholding of payment, and recoupment of audit costs that are described below. The Contractor is jointly and severally liable for any noncompliance by a subcontractor. An aggrieved employee, as a third-party beneficiary, may by civil action against the violating Contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, including filing a complaint under the WRL. Section 11B-33A (i)(5). Furthermore, the contractor expressly acknowledges that the County may assess liquidated damages against the Contractor in the event that it, as a covered employer, fails to pay the required wage, or violates the wage reporting or payroll records reporting requirement found at 11B-33A (g), including its providing late or inaccurate payroll records.

(i) Liquidated Damages

The County may assess liquidated damages for any noncompliance by contractor or its subcontractor at the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. The Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under the WRL are difficult to reasonably ascertain, and that the liquidated damages provided for in this paragraph is a fair and reasonable estimate of damages the County would incur as a result of contractor's or subcontractor's violation of the WRL.

(ii) Withholding of Payment

If the Director determines that a provision of the WRL has been violated, the Director must issue a written decision, including imposing appropriate sanctions and assessing liquidated damages (as outlined above) and audit costs (as outlined below), and may withhold from payment due the contractor, pending a final decision, an amount sufficient to: (a) pay each employee of the contractor or subcontractor the full amount of wages due under the WRL; (b) reimburse the County for audit costs; and (c) satisfy a liability of a contractor or subcontractor for liquidated damages.

(iii) Audit Costs

If the County determines, as a result of a WRL audit, that the Contractor has violated requirements of the WRL, the Contractor must reimburse to the County the cost incurred by the County in conducting the audit. Section 11B-33A (i)(2)(C).

- J. The County must conduct, and the contractor or subcontractor must comply with, random or regular audits to assure compliance with the WRL. Section 11B-33A (i)(2). The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page:
<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this Contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the 14th day of the month following the end of each quarter (January, April, July, October); documents requested in conjunction with a random or regular audit by the County; or, documents otherwise requested by the Director. Section 11B-33A (g)(2).

If a contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract.

For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov.

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ **A. Wage Requirements Compliance**

This Contractor, as a "covered employer", must comply with the requirements under Montgomery County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or "WRL"). Contractor and its subcontractors must pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required gross wage rate effective at the time the work is performed. For employees who are not paid an hourly wage, Contractor's compliance with the WRL must be measured by dividing the amount paid to the employee each pay period by the number of hours worked by that employee during each pay period. A covered employer must not make any deduction for any item necessary for an employee to perform the essential job function unless the deduction is permitted by Executive Regulation. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit, within 14 days after the end of each quarter (by the 14th of January, April, July, and October, for the quarter ending the preceding month), certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the WRL. The payroll records must contain a statement signed by the contractor or subcontractor certifying that the payroll records are correct and the wage rates paid are not less than those required by the WRL. These payroll records must include the following: name, address and telephone number of the contractor or subcontractor; the name and location of the job; and each employee's name, current home address, daily straight time and overtime hours, total straight time and overtime hours for the payroll period, rate of pay, fringe benefits by type and amount, gross wages, race and gender of the employee, and the employer and the employee share of any health insurance premium provided to the employee. The Contractor must ensure that **NO** Social Security number of any person, other than the last four digits, is included on the quarterly report. A sample, blank Payroll Report Form, for your use and completion, can be found at: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html> . The above must be submitted to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager (preferably via email to WRL@montgomerycountymd.gov),

Each Contractor must: keep payroll records covering work performed on a contract covered by the WRL for not less than 5 years after the work is completed; and, subject to reasonable notice, permit the County to inspect the payroll records at any reasonable time and as often as the County deems necessary. If the Contractor or subcontractor fails to submit, or is late in submitting, copies of any payroll record or other report required to be submitted under the WRL, the County may deem invoices unacceptable until the Contractor or subcontractor provides the required records or reports, and may postpone processing payments due under the contract or under an agreement to finance the contract. A violation of the WRL, including the late submission or non-submission of the information noted above, may result in action by the County, including: (a) withholding contract payments, reducing payment amounts, or otherwise assessing damages against Contractor, in an amount sufficient to: (i) pay each employee of the Contractor or subcontractor the full amount of wages due under the WRL; (ii) reimburse the County for audit costs; or (iii) satisfy a liability of a contractor or subcontractor for liquidated damages; (b) terminating the contract; or, (c) otherwise taking action to enforce the contract or the WRL. Violation of the WRL may also result in a finding of non-responsibility for a future contract, or may form the basis for debarment or suspension.

B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

- ☐ 1. Reserved -- [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1).
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) **(must complete item C below)**.
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) **(must specify the law, or furnish a copy of the contract or grant)**.

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2). Also, the contractor must provide proof of its 501(c)(3) status (i.e. Letter from the IRS).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the Solicitation, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, and must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employee other than the sole proprietor; and
- (3) will inform the Montgomery County Division of Business Relations and Compliance if the sole proprietor employs any worker other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adhere to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or Printed Name		Date	

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number		E-Mail	

Please provide below the employee labor category of each employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category. This information is collected for statistical reporting purposes only.

[illegible]

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT C

Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations, regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage goals listed below of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Minority Business Program Manager. The letter must explain why a waiver is appropriate. The Director of the Office of Procurement or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.

For Goals by each purchasing category, please refer to www.montgomerycountymd.gov/mfd

- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.

If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, The Director of the Office of Procurement must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____ % of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

Date:

Date:

MFD Program Officer

MFD Program Officer

Full Waiver Approved:

Partial Waiver Approved:

Date:

Date:

Director
Cherri Branson
Office of Procurement

Director
Cherri Branson
Office of Procurement

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT D

Montgomery County, Maryland Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

ATTACHMENT E

COST PROPOSAL

Social Media Management Services \$_____ (hourly rate*)

*The hourly rate must include any and all costs necessary for the performance of work as outlined herein, and be fully burdened including overhead, profit, insurance, etc.

ATTACHMENT F

REFERENCES

(submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms for whom work of a similar scope has been performed within the last three years. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided.

NAME OF FIRM:

ADDRESS:

CITY:

STATE:

ZIP:

CONTACT PERSON:

PHONE:

EMAIL:

CELL PH:

NAME OF FIRM:

ADDRESS:

CITY:

STATE:

ZIP:

CONTACT PERSON:

PHONE:

EMAIL:

CELL PH:

NAME OF FIRM:

ADDRESS:

CITY:

STATE:

ZIP:

CONTACT PERSON:

PHONE:

EMAIL:

CELL PH:



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[Signature]

TITLE

SOCIAL MEDIA

PURPOSE

- 1.0 The purpose of this Administrative Procedure is to establish acceptable and appropriate use of Social Media (as defined below) on behalf of the County.
- 1.1 This policy applies to all County employees using Social Media on behalf of the County as part of their duties or when otherwise acting as a representative of the County.

DEFINITIONS

- 2.0 Site Administrator – (1) A County employee appointed by the department head to administer a department's presence on a Social Media site; or (2) for a County Board, Commission, or Committee, the County employee assigned as staff support and designated by the department head to administer the Board, Commission, or Committee's presence on a Social Media site.
- 2.1 ALT tag – The Hyper Text Markup Language ("HTML") attribute or field that provides alternative text when non-textual elements, typically pictures, cannot be displayed if, for example, the user uses a screen reader.
- 2.2 Department – A department or office in the Executive Branch of County government.
- 2.3 Link – An element such as text, a graphic, an icon, or a logo in an electronic document, Web site, or Social Media site that, when selected by the viewer, accesses another document, Web site, or Social Media site.
- 2.4 Social Media – An umbrella term that encompasses the various programs the County uses to make content (video, audio, text, or images) publicly available on the internet and allow viewers to publicly post their own content in response. Among the technologies that make up Social Media are blogs, message boards, wikis, podcasts, photo and video sharing, mashups, and virtual worlds. A few prominent examples of Social Media applications as of the date of publication of this Administrative Procedure are Wikipedia (reference), Facebook (social networking), Gather.com (social networking), Twitter (micro-blogging), YouTube (video sharing), Second Life (virtual reality), Digg (news sharing), and Flickr (photo sharing).
- 2.5 Web site – A site or location on the World Wide Web. Each Web site contains a home page, which is the first Web page users see when they enter the site. A Web page may display text, images, sound, and video. A Web site usually contains a home page and a collection of Web pages. The term "Web site," for purposes of this Administrative Procedure, includes a Web page. A Web site is owned and managed by an individual, company, or organization.



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POLICY

- 3.0 The purpose of Social Media use by the County is to enhance communication, collaboration, and information exchange about the County and its programs, services, and activities with the public.

GENERAL

Official Use of Social Media

- 4.0 A Department head determines a Department's official participation and representation on Social Media sites.
- 4.1 A County Board, Committee, or Commission may determine to have an official participation and representation on Social Media sites if the participation or representation is consistent with the Board, Committee, or Commission's official mission. If a Board, Committee, or Commission establishes a Social Media site, it must comply with this Administrative Procedure.
- 4.2 A Department head must notify the Public Information Office of a decision to have a departmental presence on a Social Media site. The Public Information Office will retain a list of Social Media sites in use by County Departments.
- 4.3 A Department head is responsible for the content of Social Media sites established on behalf of a Department.
- 4.4 A Department head must establish and maintain written rules about who may administer any departmental Social Media site and post on behalf of the Department. At a minimum, these rules must designate a Site Administrator who will be responsible for posting content to the Social Media site and monitoring the site for compliance with this policy. The Department's rules for Social Media use must require a Site Administrator to:
- A. Identify himself or herself uniquely on each posting on behalf of the Department;
 - B. Provide the Site Administrator's County e-mail address or a County e-mail address monitored by the Site Administrator to the Social Media site as the e-mail address to which the Social Media host may contact the County or to which County residents may send inquiries regarding the Department's Social Media site;
 - C. Advise the Department head of any user identifications or login information necessary to access the Social Media site; and
 - D. Be trained on the terms of this Administrative Procedure.



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4.5 To retain the public's trust in the County's presence in Social Media:

- A. Naming conventions used on Social Media for official County sites must be approved by the Public Information Office to ensure the name is sufficient for an official County site and is consistent with other naming conventions used by the County in the applicable Social Media;
- B. Visual elements of Social Media sites should be designed, as much as possible, to reflect they are the official presence of the County in that particular Social Media; and
- C. The Public Information Office reserves the right to modify and develop new standards for naming conventions and visual consistency and credibility as Social Media sites evolve.

4.6 Use of Social Media as part of County duties must comport with all applicable Federal, State, and County laws, regulations, and policies.

- A. Do not reproduce material subject to a trademark or copyright (including text, video, audio, photographs, or other images) without consulting with the Office of the County Attorney first to determine if the material will fall under the fair use exception.
- B. Do not disclose information that by law is prohibited from public disclosure. For example, the Maryland Public Information Act prohibits disclosure of personnel records, medical records, trade secrets, confidential commercial information, and confidential financial information, and HIPAA prohibits disclosure of protected health information. The County's Ethics Law also prohibits the disclosure of confidential information. This is not an exhaustive or comprehensive list of information that by law must not be disclosed. By virtue of posting on behalf of the County, you represent that you are familiar with and will abide by all laws applicable to the information you are handling. If you have any questions, you must consult with the Office of the County Attorney.
- C. Do not publish or report on conversations that are meant to be pre-decisional or internal to the County unless given permission by your Department head. These conversations may be protected as executive privilege under Maryland law and publishing pre-decisional conversations removes that protection.
- D. Do not publish or report on anything related to legal matters, conversations with County attorneys, litigation, or any parties with whom the County may be in litigation without prior approval from the Office of the County Attorney.



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- E. Do not post content that:
1. Endorses commercial products, services or entities;
 2. Endorses a candidate for office;
 3. Uses the County's title or seal in connection with any private enterprise;
 4. Uses the prestige of a position in the County for private gain or the gain of another;
 5. Violates Administrative Procedure 6-1, "Use of County-Provided Internet, Intranet, and Electronic Mail Services";
 6. Violates Administrative Procedure 6-7, "Information Resources Security"; or
 7. Violates the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment."
- F. Postings to Social Media must comply with accessibility requirements of the Americans with Disabilities Act ("ADA"). Please see the County's Web Accessibility Policy, found at the "Accessibility" Link on the County's Web site, for further guidance on compliance with the ADA.
- G. A request expressing a desire to inspect or copy County records submitted via Social Media may be sufficient to trigger the County's legal obligations under the Maryland Public Information Act ("MPIA"), even if the request does not expressly mention the MPIA.
1. If a request for public records appears on a County Social Media site, and the Site Administrator's Department is not the records custodian for the requested records, the Site Administrator must respond, within 10 days of the request, to identify the proper records custodian, if known, or the location or possible location of the records.
 2. If the Site Administrator is in fact the records custodian for the requested records, then the Site Administrator should respond to the request within the time frames set forth in the MPIA.
 3. Any questions as to whether a post from a member of the public is a request for public records or how to comply with the MPIA should be directed to the Office of the County Attorney.



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4.7 Content posted to Social Media on behalf of the County must be professional and observe proper business decorum, with posts providing constructive, accurate, factual information, in coordination with other Departments as appropriate. All posts must be consistent with the mission of County government and the mission of the Department on whose behalf the post is made.

- A. Do not post content to a Social Media site on behalf of your Department unless authorized in writing by the Department head or the Site Administrator.
- B. Do not represent your personal opinions to be those of the County.
- C. Do not post your personal opinions or beliefs on County Social Media unless authorized by the Department head to do so.

4.8 Where possible, Links should direct users back to the County's official Web site for more information and services.

4.9 Any Links to non-County Web sites or Links to non-County Social Media sites must comply with Section 4.20 through 4.27 of the administrative procedure.

4.10 Publicly accessible Social Media sites are not the appropriate medium to communicate County policies to County employees.

4.11 If the Social Media site host sells advertising on any page on which County-uploaded content appears, the following disclaimer must appear either via a Link or on the home page of the Social Media site:

Montgomery County, Maryland, is not responsible for advertisements that may appear on this page. The space in which advertisements appear is sold by the site host, and the appearance of any advertisement does not reflect an endorsement by the Montgomery County government.

4.12 All Social Media sites that permit video displays (such as YouTube) and suggest or promote Links to videos not created by the County must contain the following disclaimer or a Link to the disclaimer on the home page and on each video:

Montgomery County is not responsible for the content provided on "related" and "promoted" videos that are accessible from this County's channel. All viewers should note that these "related" and "promoted" videos and comments expressed on them do not reflect the opinions and position of the Montgomery County government.



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- 4.13 A photograph of showing any individuals posted by the County may appear in Social Media sites provided the photograph depicts a County program or service and the photograph was taken at a public facility or a place open to the public at the time the photograph was taken. Otherwise, a release must be obtained from persons appearing in the photograph. Please contact the Office of the County Attorney to obtain a release if your Department does not have one. Further, the County must own the photograph and the right to reproduce it. If the photograph includes a minor, the photograph must not include any personally identifiable information about the minors in the photograph absent written parental consent.
- 4.14 If the Social Media site used by a Department permits a user to set security or privacy parameters, the Department head, and the Social Media Site Administrator for the Department, must ensure that the security or privacy parameters are set to the appropriate level of security or privacy as desired by the Department.
- 4.15 County Departments are encouraged to create as narrow a focus as possible for any Social Media site if public comments are permitted to be posted to the site.
- 4.16 All sections of County Social Media that allow public comments must include either a Link to the following forum rules published on the County Web site or the complete text published on the Social Media site:

This site is a limited public forum, limited to the discussion of matters related to [INSERT TOPIC AND / OR DEPARTMENT NAME]. We encourage you to submit your questions, comments, and concerns.

The County reserves the right to delete comments, without notice, that: (i) are off topic; (ii) are solicitations or advertisements for commercial products or services; (iii) infringe on copyrights or trademarks; (iv) are obscene under legal standards; or (v) speech that is otherwise unprotected by the First Amendment that the County deems inappropriate for the site. The County reserves the right to delete comments that are more than thirty (30) days old.

By virtue of providing content to this site, you agree that you have no expectation of privacy in the information provided.

The County is not responsible for and does not endorse any links embedded in comments posted to this site by third parties.

This site does not circumvent or supersede the County's normal business practices or processes. For example, responses to requests for proposals, invitations for bid, or other competitive procurements are not properly submitted via this site. Content submitted to this site is not legal notice to the County. For example, notice may NOT be given to the County under the Local Government Tort Claims Act through this site.



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Monitoring of Social Media Sites

- 4.17 Sections of official County Social Media sites that permit public comments must be monitored periodically, at reasonable intervals to be set by the Department head and by the designated Department Site Administrator during working hours to ensure the public comments are in compliance with the forum rules.
- 4.18 To the extent permitted by the Social Media site host, County Departments may establish how long public comments will be permitted to remain posted (for example, posts may be removed 30 days after they are posted), and must uniformly enforce the posting removal timeframe.
- 4.19 If a public comment is not in compliance with the forum rules (as outlined in Section 4.16 above), the County Attorney's Office may be consulted to confirm that the public comment can be deleted legally. Site Administrators must retain all comments removed as not in compliance with the forum rules set forth in Section 4.16 for one year. Site Administrators do not have to retain those posts deleted because they are solicitations or advertisements for commercial products or services, otherwise known as "spam."

Non-County Web Site Links or Links to Non-County Social Media Sites

- 4.20 The Department head must determine whether Links to non-County Web sites or non-County Social Media sites (collectively hereafter "Non-County Sites") are appropriate.
- 4.21 The County may link to Non-County Sites that support the government's message, such as the following:
- A. Other federal, state, and local governmental units;
 - B. Public educational institutions, including K-12 school districts, community colleges, and universities; or
 - C. A private or non-profit organization, if: a) the organization has a contractual arrangement with the County to provide services on behalf of the County to residents (hereafter a "Services Contractor"), the organization is at least partially funded by the County to provide services on behalf of the County to residents, or the organization is currently the sponsor or cosponsor of a County event, program or service; and b) the Link is offered in connection with the County event, program, or service.



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1. If a Department elects to have a Link with a Services Contractor, the Link must be removed once the contract expires.
 2. If a Department elects to have a Link to any private or non-profit organization as authorized under this Section 4.21(C), the Department must do so in a manner that is not preferential to one particular organization or to the exclusion of others.
- 4.22 Links to Non-County Sites containing the following types of content are not considered appropriate and are not to be linked to:
- A. Content that is associated with, sponsored by, or serving:
 - (1) a candidate for elected office, or
 - (2) any political party or organization supporting or seeking to defeat any candidate for elective office;
 - B. Content that violates the County's policies concerning "Equal Employment Opportunity" and "Sexual Harassment and Other Unlawful Harassment";
 - C. Content that is clearly unrelated to the topic of the Social Media site;
 - D. Content that advocates or constitutes illegal activity;
 - E. Content that constitutes a commercial solicitation or advertisement, which includes promotion of a particular service, product, or any commercial or non-governmental entity; or
 - F. Content that infringes on a copyright or trademark.
- 4.23 Departments must use caution when linking to Non-County Sites that contain real time components such as chat rooms, bulletin boards, and blogs. These sites may not be appropriately moderated or edited by the host and participation criteria may not be posted on the site.
- 4.24 Departments must not knowingly post a Link to Non-County Sites that contain false or misleading information.
- 4.25 Departments may choose to use an organization's logo as a Link rather than a text Link. If an organization's logo is used as the Link, the Department must get prior written permission from the organization. If a logo is used as a Link, an ALT tag must be used to identify the logo for purposes of complying with accessibility standards.



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- 4.26 All Links to any Non-County Site found to contain a computer virus or worm or to otherwise threaten the integrity and security of County systems or those of County residents must be immediately removed.
- 4.27 The following disclaimer or a Link to the disclaimer must appear on any County Web site or Social Media site that provides users with Links to a Non-County Site:

As a service to the visitors to [INSERT NAME OF SITE], Montgomery County, Maryland ("the County") has provided hyperlinks to informational resources developed by other agencies or organizations that provide services or programs for the County. The County cannot guarantee the relevance, completeness, accuracy, or timeliness of the information provided on these non-County links. The County does not endorse any non-County organizations' products, services, or viewpoints. The County is not responsible for any materials stored on other non-County Web sites or Social Media sites (such as Facebook, Twitter, or any other service that permits real-time posting of content), nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other Web sites or Social Media sites, and that the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user.

RESPONSIBILITIES

5.0 Department Head

- A. Develop or modify standards for naming and visual consistency for County Social Media sites.
- B. Maintain a list of Social Media sites in use by County Departments.
- C. Appoint a Site Administrator to administer a Department's presence on a Social Media site; or for a County Board, Commission, or Committee, designate a Site Administrator to administer the Board, Commission, or Committee's presence on a Social Media site.
- D. Determine a Department's official participation and representation on Social Media sites.
- E. Notify the Public Information Office of a decision to have a departmental presence on a Social Media site. The Public Information Office will retain a list of Social Media sites in use by County Departments.
- F. Be responsible for the content of Social Media sites established on behalf of a Department.



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- G. Establish and maintain written rules about who may administer any departmental Social Media site and post on behalf of the Department. At a minimum, these rules must designate a Site Administrator who will be responsible for posting content to the Social Media site and monitoring the site for compliance with this policy. The Department's rules for Social Media use must require a Social Media site Site Administrator to have the responsibilities stated under this administrative procedure.

5.1 Public Information Office

- A. Develop or modify standards for naming and visual consistency for County Social Media sites.
- B. Retain a list of Social Media sites in use by County Departments.

5.2 Department of Technology Services

Provide guidance on the appropriate privacy and security settings in Social Media sites.

5.3 Office of the County Attorney

Provide guidance on the ethically and legally appropriate use of Social Media.

5.4 Departments

- A. Use Social Media and create Links to Non-County Sites in accordance with this Administrative Procedure.
- B. Notify the Office of Public Information of any departmental presence on Social Media sites.
- C. Establish written rules about departmental use of Social Media sites.
- D. Identify a Site Administrator for any Social Media authorized by the Department head.
- E. Train Site Administrators on this Administrative Procedure and Department-specific Social Media rules.
- F. Monitor Social Media sites that permit public postings pursuant to Paragraph 4.17 to 4.19 of this Administrative Procedure.
- G. Incorporate this Administrative Procedure by reference into any contract in which the County asks a contractor or its agents or employees to utilize Social Media or create Links to Non-County Sites on behalf of the County and bind the contractor to this Administrative Procedure's terms.



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DEPARTMENTS AFFECTED

6.0 All County Departments

REFERENCES

Administrative Procedure 6-1, Use of County-Provided Internet, Intranet, and Electronic Mail Services

Administrative Procedure 6-7, Information Resources Security

County Policies on Equal Employment Opportunity and Sexual Harassment and Other Unlawful Harassment

